

33 Finance Prepaid Card Terms and Conditions - Gift Card

HKMA SVF Licence Number: SVF0010

By accepting, purchasing, signing or using the 33 Finance Gift Card, including 33 Finance American Express® Gift Card, 33 Finance Mastercard Gift Card and 33 Finance UnionPay Gift Card issued by 33 Financial Services Limited (“33 Finance”) (“Gift Card”), you agree to be bound by these Terms and Conditions below. “You”, “your” and “cardholder” refer to the person who has purchased and / or used the Gift Card. “We”, “us” and “our” refer to 33 Finance.

The Gift Card

1. Gift Card is a disposable and non-reloadable Prepaid Gift Card with a pre-determined value of not exceeding HKD 8,000 for HKD American Express Gift Card, HKD 7,500 for HKD Mastercard Gift Card, USD 1,000 for USD Mastercard Gift Card and HKD 8,000 for HKD UnionPay Gift Card. Gift Card is non-transferable once it is signed. Gift card cannot be resold. Each person may only purchase the Gift Card with a maximum total value of HK\$25,000 per calendar year. For bulk orders (exceeding the total value of HK\$25,000 or above), additional verification is required.
2. Each time you use Gift Card for any payment, the amount of each purchase with applicable fees and charges will be immediately deducted from the Gift Card.
3. The fees and charges listed in the 33 Finance Prepaid Card Fees and Charges Table for Gift Card published on our website www.33finance.com are applicable to the Gift Card. You agree that we can directly debit the applicable fees and charges from your Gift Card. The most updated applicable fees and charges as stated in the 33 Finance Prepaid Card Fees and Charges Table for Gift Card on our website www.33finance.com should be binding on you if you continue to use or retain the Gift Card. Any such fees and charges may be varied subject to 33 Finance’s notice for a period of not less than 30 days.

The Use of the Gift Card

4. Before using the Gift Card, you should sign on the back of the card.
5. A Personal Identification Number (“PIN”) is imprinted and covered by silver scratch panel at the back of the Gift Card. Cardholder must use this PIN to enter the 33 Finance Prepaid Card platform by calling 33 Finance Customer Service Hotline, login our mobile app (33 eWallet) or website at www.33finance.com to change the PIN immediately. You are highly recommended to change the PIN from time to time for your card security.
6. The Gift Card can be used in payment for goods and services at merchants displaying American Express logo or accepting American Express for payment (for American Express Gift Card), Mastercard logo or accepting Mastercard for payment (for Mastercard Gift Card) and UnionPay logo or accepting UnionPay for payment (for UnionPay Gift Card), subject to the merchants’ final decision and judgement. UnionPay Gift Card with card number starts with 6291 does not support online payment in general. UnionPay Cardholder cannot use the Gift Card for cryptocurrency related transactions.
7. At the time of payment, American Express Gift Card and Mastercard Gift Card cardholder must present the Gift Card and sign the purchase receipt with the same signature you signed on the back of the Gift Card. UnionPay Gift Card cardholder must present the Gift Card and sign the purchase receipt with the same signature you signed on the back of the Gift Card and/or enter your 6-digit PIN (subject to the PIN-based or signature-based nature of the UnionPay Gift Card).

8. Cash withdrawal is not available on Gift Card.

9. Once the available balance in the Gift Card has dropped to zero, the Card is no longer valid. We suggest the cardholder cut the card into halves before disposal.

10. Using the American Express Gift Card and / or Mastercard Gift Card as guarantee of payment at merchants (e.g. Petrol Station, Cruises, Car Rental and Hotel), the amount will be placed on hold according to the merchant's estimated bill and the account balance may become temporarily unavailable for usage. The UnionPay Gift Card does not support making guarantee of payment at merchants. Besides, Gift Card does not support recurring billing transactions.

Foreign Currency Transactions / Overseas Transactions

Foreign Currency Transactions are transactions effected in a currency other than the Card Currency, including all local, overseas and online transactions.

Overseas Transactions are transactions (including online transactions) incurred outside Hong Kong regardless of the transaction currency. Transaction location is subject to the actual country / territories where the merchant processes the transactions. For enquiries on the actual transaction processing location of the online transactions, please contact the respective merchant.

11. Foreign Currency Transactions will be converted into the Card Currency at a rate of exchange determined by reference to the exchange rate adopted by American Express (for American Express Gift Card)*, Mastercard (for Mastercard Gift Card)* and UnionPay (for UnionPay Gift Card) on the date of conversion. A transaction which is classified as a Foreign Currency Transaction and / or Overseas Transaction will be charged handling fee(s). This is in addition to any transaction fees levied by American Express (for American Express Gift Card), Mastercard (for Mastercard Gift Card) and UnionPay (for UnionPay Gift Card) and will be automatically deducted from the Gift Card.

* For smooth transaction processing, an amount equivalent to 5% of the transaction amount will be placed on hold on the transaction date to cater for the possible fluctuation of foreign exchange rate on the date of transaction and on the date of conversion as adopted by Mastercard. The amount hold in excess, if any, will be released back to the card after the transaction has been settled.

Available Balance Enquiry

12. No card statement will be issued, but you can apply for detailed transaction record. Detailed Transaction Record Fee applies which will be charged on each month's transaction record.

13. You can check your Gift Card's available balance by calling 33 Finance Customer Service Hotline or login our mobile app, no charges will be applied. Alternatively, the Gift Card's available balance can be checked at ATMs (with Mastercard logo for Mastercard Gift Card / with UnionPay logo for UnionPay Gift Card) with a handling fee imposed for each enquiry and this charge will be deducted from the Gift Card.

14. You can check your transaction history free-of-charge by calling 33 Finance Customer Service Hotline or login our mobile app. You should notify us of any error, omission and / or any transaction not authorized by you within 45 days of the transaction date. If you do not notify us within the specified period, the transactions shown will be considered as correct. We highly recommend cardholders to check their own transaction records frequently.

Loss and Theft of Gift Card

15. Gift Card will not be replaced or have the remaining balance refunded if it is lost, stolen or captured by

an ATM.

PIN and Card Replacement

16. The PIN will not be re-issued if it is forgotten. You need to apply for a replacement card. Card Replacement Fee applies.

17. Replacement of Gift Card will be issued free-of-charge in case of card malfunction which is not caused by you and the defective card is returned to us on or before the card expiry date for cancellation.

18. If the Gift Card is damaged due to misuse, a replacement card may be issued upon request provided that the Gift Card is returned to us on or before the card expiry date for cancellation. Card Replacement Fee will be deducted from the Gift Card.

19. You will be asked to present your proof of identification for the issuance of a replacement card.

20. The replacement card, if issued, will be in the amount of the available balance of the replaced Gift Card in accordance with our record deducts all fees and charges.

21. We reserve the rights to decline the issuance of a replacement card.

Expiry

22. Gift Card is valid for 12 months from the date the card is purchased. You can check the card expiry date by calling 33 Finance Customer Service Hotline or login our mobile app. Expired Card Management Fee will be deducted from the remaining balance of the expired Gift Card each month until the card becomes zero balance. [Please note: The “VALID THRU” date on the card face of Mastercard Gift Card, in the format of “MONTH / YEAR,” is the validity period of use of that piece of card which is for online purchase input. The actual expiration calculation of the card is based on the date that the card was purchased.]

23. We will not accept merchant refund to expired Gift Card, please ensure the refund is done before the Gift Card is expired.

Exclusion of Liability

24. We will not be responsible or liable for any refusal by any merchants in accepting the Gift Card for the payment of any goods or services purchased. Any dispute relating to any transactions shall be settled directly between you and the merchant. We will not be liable to you in respect of any losses or damages that you or any third party may suffer in connection with or arising from the Gift Card.

Termination / Redemption

25. We reserve the rights at any time to terminate the use of the Gift Card and / or any services offered or to reject any transaction without giving any prior notice or reason. We shall not be liable for any losses or damages of whatever nature which you may suffer whether directly or indirectly as a result of such termination or disapproval. Upon termination, the Gift Card is to be surrendered to us on demand.

26. You are encouraged to spend the remaining balance in your Gift Card before the card expiration date. However, you may terminate the Card services and apply balance redemption at any time. You need to visit our office in person, complete a Card Cancellation Form with identification proof and return your Gift Card to us. Please note that a Card Redemption Fee will be deducted from the remaining balance prior to cheque issuance. For Gift Card with balance equal to or below the applicable redemption fee, no redemption will be

processed. A HKD cheque for the remaining balance will be sent to you within 45 days after the claim.

Personal Data

27. You agree that we can use your personal information in accordance with our policies and practices, use and disclosure of personal data as set out in our current Privacy Policy Statement (the “Statement”) and you have read the Statement from our website at www.33finance.com.

Amendments

28. We reserve the rights to amend these Terms and Conditions at any time with not less than 30 days’ notice. Our website displays the current Terms and Conditions.

29. Retention or use of the Gift Card after such amendments become effective shall constitute your acceptance of such amendments. All matters and disputes will be subject to our final decision.

Law and Jurisdiction

30. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region (“Hong Kong”) and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

General

31. If any of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, the remaining Terms and Conditions shall not be affected thereby.

32. These Terms and Conditions are written in both English and Chinese. If there is any inconsistency or conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.